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|---|--------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Address, Telephone No.) ATTORNEY FOR (Name): _____ Bar No: _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input type="checkbox"/> Central <input type="checkbox"/> Harbor <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> West STREET ADDRESS: P.O. BOX: CITY AND ZIP CODE: | |
| PLAINTIFF: DEFENDANT: | |
| DECLARATION IN LIEU OF PERSONAL TESTIMONY UNLAWFUL DETAINER; C.C.P. 585(d) <input type="checkbox"/> Limited Civil <input type="checkbox"/> Over \$25,000 | |
| CASE NUMBER: | |

: CHECK APPLICABLE PARAGRAPHS

1. ☒ I am the plaintiff in this action; the facts stated are of my own personal knowledge.
☒ I am ☒ an officer ☒ a partner ☒ other (specify): _____ of the above plaintiff entity in this action and am authorized to make the declaration for and on its behalf.

I could competently testify to the following matters herein. I am familiar with the books, records, and condition of said premises, and all transactions pertaining to the payment of rent by tenants of said premises, and their conduct.

2. Plaintiff is the owner and entitled to possession. The property is located at:

3. a. On _____, defendant(s) agreed to rent the premises on a:
☒ month to month basis ☒ one year lease ☐ other: _____,
 at a rent of \$ _____ a month and due on the _____ of each month.
- b. This agreement was ☒ oral ☒ written:
☒ Original agreement is attached.
☒ Original agreement previously filed.
- c. The agreement was later changed as follows:
 \$ _____ to _____ effective: _____
 \$ _____ to _____ effective: _____
☒ Attached is the original change of terms or declaration to admit copies.
☒ Original change of terms was previously filed in this action.

(continued on reverse side)

4. a. The following notice was served on defendant(s) on (*date*):_____.

9 3-Day Notice to Pay Rent or Quit for the following rental periods:

| | PAID | BALANCE DUE |
|------------------|---------|-------------|
| From_____to_____ | \$_____ | \$_____ |
| From_____to_____ | \$_____ | \$_____ |
| From_____to_____ | \$_____ | \$_____ |
| | TOTAL | \$_____ |

9 3-Day Notice to Quit

9 3-Day Notice to Perform Covenant

9 30-Day Notice to Quit

b. 9 Original is attached. 9 Original previously filed.

5. The fair rental value of the premises is \$_____ per day.

6. 9 Defendants vacated the premises on _____.

9 Defendants continue to occupy the premises.

7. By reason of the foregoing, plaintiff(s) has suffered damages for the period of _____through
_____, in the amount of \$_____ plus \$_____ per day from _____
_____ to the date of judgment.

8. Plaintiff(s) is seeking to recover from defendant(s) the following:

9 Restitution of the premises.

9 Forfeiture of the written/oral agreement/lease.

9 \$_____ Rent (and damages)

\$_____ Attorney fees

\$_____ Costs of suit

\$_____ Other (*specify*):_____

\$_____ TOTAL

9. Plaintiff acknowledges receipt of \$_____ from defendant(s) as security deposit for the premises and:

9 Will notify defendant(s), in writing, as to how deposit was applied pursuant to Section 1950 of the Civil Code.

9 Has applied all, or has applied a portion of the security deposit and returned the balance to defendant(s) as follows:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____

PRINT OR TYPE NAME

DECLARANT'S SIGNATURE

DECLARATION IN LIEU OF PERSONAL TESTIMONY UNLAWFUL DETAINER